



**Sean Rogan**  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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**Hilda L. Solis**  
**Mark Ridley-Thomas**  
**Sheila Kuehl**  
**Don Knabe**  
**Michael D. Antonovich**  
Commissioners

## **ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

1-D August 11, 2015

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

August 11, 2015

The Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVE CONTRACT WITH PCMG, INC. FOR MICROSOFT ENTERPRISE VOLUME  
LICENSING SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

### **SUBJECT**

This letter is to request approval of a five-year Contract with PCMG, Inc. (PCMG) for Microsoft Enterprise Volume Licensing Services, to provide Microsoft software for the Community Development Commission (Commission). The Contract with PCMG will provide access to a Microsoft Enterprise Agreement, which will entitle the Commission to access all upgrades in order to standardize all Microsoft products throughout the organization.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Executive Director, or his designee, to execute, amend, and if necessary, terminate a five-year Contract and all related documents with PCMG for Microsoft Enterprise Volume Licensing Services, at an annual cost of \$233,938 per year, using funds included for this purpose in the Commission's approved Fiscal Year (FY) 2015-16 budget, and to be included in future years' annual budget process.
2. Authorize the Executive Director, or his designee, to use up to \$116,969 (10% of the total five-year Contract amount), for unforeseen costs; the total maximum Contract sum for all five years plus the 10% contingency is \$1,286,659.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to approve a Contract with PCMG for Microsoft Enterprise Volume Licensing Services, to enable the Commission to receive licenses and software assurance benefits for Microsoft products.

The Commission maintains Microsoft licenses to update its software needs for office computers, servers, and community learning centers. The benefits of the Contract with PCMG include:

- Simplified license and compliance tracking;
- Flexibility to upgrade to newer versions of software products;
- Simplified budgetary planning; and
- Unlimited web support.

The Commission receives all licenses and rights immediately while being allowed to distribute payments over five years with no interest.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The Commission will use up to \$233,938 included in the Commission's approved Fiscal Year 2015-2016 budget for the first year of the Contract. Funds for years two through five will be included through the Commission's annual budget approval process. The maximum contract amount for all five years of the Contract will be \$1,169,690. An additional 10% contingency of \$116,969 is being requested to allow the Commission to increase the number of licenses if needed at any time during the five-year term.

PCMG confirms that no California sales or use taxes applies because all products for this purchase will be digitally downloaded.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Contract with PCMG and the Microsoft Enterprise Agreement have been reviewed by County Counsel. The Microsoft Enterprise Agreement is attached as Attachment E to the Commission Contract with PCMG, and if there is any conflict between the terms and conditions of the Commission Contract and the terms and conditions of the County of Riverside Contract and Microsoft Enterprise Agreement, the Commission Contract shall govern. The Chief Information Office reviewed this request and recommends approval. Attached is the CIO Analysis (Attachment A).

### **ENVIRONMENTAL DOCUMENTATION**

Computer software purchases are exempt from the National Environmental Policy Act pursuant to Code of Federal Regulations, Title 24, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

**CONTRACTING PROCESS**

The Microsoft Enterprise Agreement will be purchased through PCMG under the California County Information Services Directors Association (CCISDA) Enterprise Agreement (#01E62044). The CCISDA Enterprise Agreement was a formal Request for Proposals led by the County of Riverside and awarded in 2002 to offer the lowest prices possible for State and local government customers in California. The Commission received four quotes from approved CCISDA resellers. PCMG offered the lowest quote and is being recommended for the contract award.

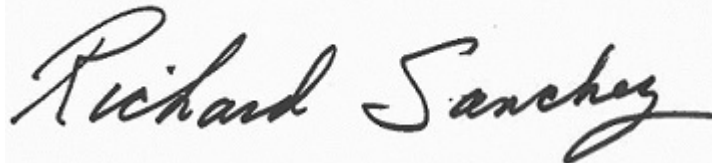
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Contract for Microsoft Enterprise Volume Licensing Services will improve the efficiency and effectiveness of the Commission's administrative processes and maximize the return on the Commission's technology investments.

Respectfully submitted,



Reviewed by:



SEAN ROGAN  
Executive Director

SR:MF:mr

Enclosures



**RICHARD SANCHEZ**  
CHIEF INFORMATION OFFICER

## Office of the CIO CIO Analysis

NUMBER:

CA 15-15

DATE:

7/14/2015

SUBJECT:

### APPROVE CONTRACT WITH PCMG, INC. FOR MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES

RECOMMENDATION:

☒ Approve☐ Approve with Modification☐ Disapprove

CONTRACT TYPE:

☒ New Contract☐ Sole Source☐ Amendment to Contract #: Enter contract #.☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software☐ Hardware☐ Telecommunications☐ Professional Services

SUMMARY:

**Department Executive Sponsor:** Sean Rogan, Executive Director, Community Development Commission**Description:** The Housing Authority is requesting approval of Microsoft enterprise software licensing and maintenance support services for a term not to exceed 60 months.**Contract Amount:** \$1,286,659**Funding Source:** U.S. Department of Housing and Urban Development (HUD)☐ Legislative or Regulatory Mandate☐ Subvened/Grant Funded:

#### **Strategic and Business Analysis**

PROJECT GOALS AND OBJECTIVES:

This acquisition enables the Community Development Commission (Commission) to update its desktop and laptop computers with latest Microsoft's software. It includes Microsoft's Windows 8 operating system for desktop and laptop computers and their data center.

BUSINESS DRIVERS:

The Commission's current office and operating systems require upgrading to the software vendor's latest versions. This upgrade will increase staff productivity and improve operational efficiency.

PROJECT ORGANIZATION:




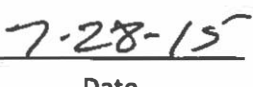
The Department Chief Information Officer, Doug Van Gelder, is responsible for managing IT operations.

PERFORMANCE METRICS:

None.

STRATEGIC AND BUSINESS ALIGNMENT:

The Microsoft software acquisition upgrade to the Commission's current software will increase staff productivity, improve operational efficiency, and enable mobile access.

	<p><b>PROJECT APPROACH:</b></p> <p>The Commission will form a project team and develop an upgrade strategy to perform the upgrade on Microsoft products that are operational today with minimal impact to their users.</p> <hr/> <p><b>ALTERNATIVES ANALYZED:</b></p> <p>The Microsoft software is in operation at the Commission to date, and this acquisition is to upgrade and install the latest software on the Commission's desktop and laptop computers, as well as their data center.</p>				
<b>Technical Analysis</b>	<p><b>ANALYSIS OF PROPOSED IT SOLUTION:</b></p> <p>The Commission will perform the upgrade utilizing Microsoft documentation and support assistance when necessary.</p>				
<b>Financial Analysis</b>	<p><b>BUDGET:</b></p> <p>Contract costs</p> <p>One-time costs:</p> <table> <tr> <td>Fiscal Year (FY) 2015-20 .....</td><td>\$ 1,169,690 (\$233,938 per year)</td></tr> <tr> <td>Pool Dollars .....</td><td>\$ 116,969</td></tr> </table> <p><b>Total contract costs: \$ 1,286,659</b></p> <p>Funding is included in the Housing Authority's FY 2015-16 Adopted Budget and will be included in future years' budget. There is no impact on the County General Fund. The Commission will be leveraging the County's negotiated Microsoft software pricing as a participating agency. The new Contract also enables the Commission to expand its number of SQL and Windows Servers, yielding an annual cost increase of \$100k from previous licensing costs and e-mail operations.</p>	Fiscal Year (FY) 2015-20 .....	\$ 1,169,690 (\$233,938 per year)	Pool Dollars .....	\$ 116,969
Fiscal Year (FY) 2015-20 .....	\$ 1,169,690 (\$233,938 per year)				
Pool Dollars .....	\$ 116,969				
<b>Risk Analysis</b>	<p><b>RISK MITIGATION:</b></p> <p>The current Microsoft software is operational today and this acquisition enables CDC to upgrade them to Microsoft's latest versions. The risk for this project is minimal.</p> <p>The Chief Information Security Officer (CISO) reviewed the Contract and did not identify any IT security or privacy related issues</p>				
<b>CIO Approval</b>	<p><b>PREPARED BY:</b></p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">         _____        James Hall, Sr. Associate CIO     </div> <div style="text-align: center;">         _____        Date     </div> </div> <hr/> <p><b>APPROVED:</b></p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">         _____        Richard Sanchez, County Chief Information Officer     </div> <div style="text-align: center;">         _____        Date     </div> </div>				

Please contact the Office of the CIO (213.253.5600 or [info@cio.lacounty.gov](mailto:info@cio.lacounty.gov)) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

**CONTRACT  
FOR  
MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES**

This Contract is made and entered into this 1<sup>st</sup> day of September, 2015, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and PCMG, Inc., hereinafter referred to as "Contractor."

**RECITAL**

**WHEREAS**, the Contractor is in the business of providing needed Microsoft Enterprise Volume Licensing. On April 21, 2015, in response to the Commission's Cooperative Agreement Request for Quotes, the Contractor submitted a bid to furnish the hereinafter-described Microsoft Enterprise Volume Licensing to the Commission.

**WHEREAS**, the U.S. Department of Housing and Urban Development under Title 24 Code of Federal Regulations (CFR), section 85.36 states that to foster greater economy and efficiency, the Commission is encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

**WHEREAS**, on November 8, 2011, the County of Riverside awarded six (6) statewide contracts to Insight Public Sector, Inc., CompuCom, Softchoice Corp, PC Mall Gov, EnPointe Technologies, and Dell Marketing, with Contract No. RIVCO-20800-003-12/12 for Computer Software: Microsoft Enterprise Agreement software licenses for Riverside County and surrounding Government Agencies within California.

**WHEREAS**, on November 8, 2011, the Contractor is an authorized Microsoft reseller County of Riverside Contract Number RIVCO-20800-005-12/12 and has the ability to sell products from Microsoft schedule to government entities.

**WHEREAS**, the procurement performed by the County of Riverside was reviewed and in accordance with the Commission's procurement policy.

**WHEREAS**, if there is any conflict between the terms and conditions of this Contract and the terms and conditions of the County of Riverside Contract and Microsoft Enterprise Agreement, this Contract shall govern.

**NOW, THEREFORE**, in consideration of the mutual undertakings, herein, the parties hereto agree that said Contract as follows:

## **TERMS AND CONDITIONS**

### **1. TERM**

This Contract shall commence on September 1, 2015 and shall remain in full force and effect for 60 months until August 31, 2020 unless sooner terminated as provided herein.

### **2. CONTRACTOR'S RESPONSIBILITIES**

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

### **3. COMPENSATION**

- A. The Contractor shall submit to the Commission upon shipment and services rendered, an invoice on a form approved by the Commission for the orders fulfilled under Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Two Hundred Thirty Three Thousand Nine Hundred Thirty Seven and 64/100 Dollars (\$233,937.64), and the total amount of compensation under this Contract will not exceed One Million One Hundred Sixty-Nine Thousand Six Hundred Eighty-Eight and 20/100 Dollars (\$1,169,688.20), which shall include all related expenses.
- B. The Contractor shall be paid in accordance with the Commission's standard accounts payable system.
- C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Commission's express prior written approval.
- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Commission at the address herein provided in Section 40, Notices in this Contract.

E. The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

#### **4. SOURCE AND APPROPRIATION OF FUNDS**

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

#### **5. TERMINATION FOR IMPROPER CONSIDERATION**

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **6. ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without



such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

## **7. CONFIDENTIALITY OF REPORTS**

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

## **8. SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

## **9. INSURANCE**

Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. The Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Contractor shall provide the Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Commission, Housing Authority of the County of Los Angeles ("Housing Authority"), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. The Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. The Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which the Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: **PCMG, Inc.**

The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights

and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When the Contractor, or any entity with which the Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein, and without limiting or diminishing the Contractor's obligation to indemnify or hold the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles and County of Los Angeles harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles and County of Los Angeles, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles and County of Los Angeles the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles and County of Los Angeles.

**B. Commercial General Liability:**

The Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of the Contractor's performance of its obligations hereunder. Policy shall name the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles and County of Los Angeles as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then the Contractor shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles and County of Los Angeles as Additional Insureds.

**D. Professional Liability** (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS). The Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and the Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that the Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles 's Risk Manager. If the Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- 2) The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles's, and at the election of the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles's, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) The Contractor shall cause the Contractor's insurance carrier(s) to furnish the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles and County of Los Angeles with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. The Contractor shall not commence operations until the Community Development Commission of the County of Los Angeles and Housing Authority of the

County of Los Angeles and County of Los Angeles has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

- 4) It is understood and agreed to by the parties hereto that the Contractor insurance shall be construed as primary insurance, and the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- 6) The Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles.
- 8) The Contractor agrees to notify Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **10. HOLD HARMLESS/INDEMNIFICATION**

- A. The Contractor shall indemnify and hold harmless the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles and County of Los Angeles, its Agencies, Districts, Special Districts

and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. Contractor shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor indemnification to Indemnitees as set forth herein.
- C. The Contractor's obligation hereunder shall be satisfied when Contractor has provided to the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles the appropriate form of dismissal relieving the Community Development Commission of the County of Los Angeles and Housing Authority of the County of Los Angeles and County of Los Angeles from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
- E. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

#### **11. COMMISSION'S QUALITY ASSURANCE PLAN**

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place

performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

## **12. TERMINATION FOR CONVENIENCE**

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

## **13. TERMINATION FOR CAUSE**

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.



C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

**15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

**17. POST MOST WANTED DELINQUENT PARENTS LIST**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

**18. INDEPENDENT CONTRACTOR**

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

**19. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

*Professional Conduct:* The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

**20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

**21. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own

responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

**22. COMPLIANCE WITH LAWS**

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

**23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to

discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

**26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM**

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**28. FEDERAL LOBBYIST REQUIREMENTS**

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**30. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

**31. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

### **32. COMPLIANCE WITH JURY SERVICE PROGRAM**

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor



no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

### **33. ACCESS AND RETENTION OF RECORDS**

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

### **34. CONFLICT OF INTEREST**

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

### **35. SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due

to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**36. INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

**37. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**38. PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

**39. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

**40. NOTICES**

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission:

Matthew Fortini, Director  
Community Development Commission of the County of Los Angeles  
700 W. Main Street  
Alhambra, CA 91801

The Contractor:  
Dave Wiltz, Vice President of Sales  
PCMG, Inc.  
1940 East Mariposa Avenue  
El Segundo, CA 90245

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**42. CONTRACTOR’S ACKNOWLEDGMENT OF COMMISSION’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission’s policy to encourage all Commission Contractors to voluntarily post the Commission’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

**43. CONTRACTOR’S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its

obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

**45. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

**46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

**48. AUTHORIZATION WARRANTY**

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

**49. TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

50. **ENTIRE CONTRACT**

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices
- E. Microsoft Enterprise Agreement Enrollment Forms

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## SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES

PCMG, INC

By \_\_\_\_\_  
Sean Rogan  
Executive Director

By \_\_\_\_\_  
Dave Wiltz  
Vice President of Sales

APPROVED AS TO FORM:  
MARY C. WICKHAM  
Interim County Counsel

APPROVED AS TO PROGRAM:  
ADMINISTRATIVE SERVICES DIVISION

By \_\_\_\_\_  
Behnaz Tashakorian  
Deputy County Counsel

By \_\_\_\_\_  
Matthew Fortini  
Director

# **ATTACHMENT A**

# **STATEMENT OF WORK**

## **ATTACHMENT A**

### **STATEMENT OF WORK**

#### **1.0 SCOPE OF WORK**

The Community Development Commission of the County of Los Angeles (Commission) is the County's community development agency. The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission maintains many administrative buildings and 70 housing developments that include over 3,258 residential units within the County of Los Angeles.

The Commission is seeking a Microsoft Large Account Reseller contractor to provide Microsoft Enterprise Volume Licensing commodity and services.

#### **2.0 GENERAL REQUIREMENTS**

- 2.2** The Contractor shall be a Microsoft Large Account Reseller for Microsoft for the duration of the Contract.
- 2.2** The Contractor shall be the Microsoft reseller to the Commission, to provide the Commission an Enterprise Agreement (EA) Enrollment for all products ordered and referenced in Attachment E, Microsoft Enterprise Enrollment Forms and in Section 3.0, Specific Work Requirements. The Agreement structure shall include an Enterprise Enrollment.

#### **3.0 SPECIFIC WORK REQUIREMENTS**

- 3.2** The Contractor shall provide the Commission with a Microsoft Enterprise Agreement enrollment that includes the following:
  - Office 365 for Government component Online Services—Corresponding Online Services Mapping with:
    - Exchange Online including Archiving for Exchange Server
    - Lync Online
    - SharePoint Online
    - Office 365 ProPlus
  - Windows Desktop including:
    - Windows Enterprise Operating System (OS) Upgrade
    - Windows VDA Plus USL
  - Enterprise Products and Enterprise Online Services for Microsoft Desktop Optimization Pack Microsoft Desktop Optimization Pack (MDOP)



- Enterprise Mobility Suite from Software Assurance (SA)
- 3.2** The Contractor shall provide the products and services referenced in Attachment B, Fee Schedule
- 3.2** The Contractor shall provide the Commission with automatic access to the Microsoft website portal for the latest software and technologies with SA.
- 3.2** The Contractor shall allow the Commission to track purchases centrally and manage licenses with online management tools via the Microsoft website portal.
- 3.2** The Contractor shall allow the Commission to manage the licensing throughout the life of the agreement with the help of a Microsoft Certified Partner or representative.
- 3.2 Basis Terms**  
The Contractor shall provide the Commission with the following basic terms:
- 3.6.1 A five (5) year term and structure period, which will allow the Commission to take greater flexibility in managing technology expenditures with the option to make five (5) annual payments instead of one up-front payment.
- 3.6.2 A true-up, given the flexibility to add cloud services, software, users, and devices to the EA when needed, at pre-agreed terms and pricing, without having to report or order each time. The True-up is an annual inventory of products, services, users and devices added during the year.
- 3.6.3 Automatically gain access to new software versions of licensed products as soon as they are released, and for no additional cost through the SA benefits.
- 3.6.4 Step-ups, to upgrade from a lower- to a higher-level edition at a low cost. Rather than pay full costs for the higher-level software edition, Step-ups allows the Commission to pay only the pricing difference and still take advantage of enhanced features and technologies with premium editions.
- 3.7 Enrollments**
- 3.7.1 Enterprise Enrollment**  
The Contractor shall provide the Commission with the following Enrollment Services:

- Enterprise Enrollment which allows the Commission to standardize broadly on the latest versions of Office, Windows, and/or Client Access License (CAL) Suites.
  - Receive a range of benefits, including best pricing and terms, user/device or hybrid licensing options, and simplified license management.
  - The option to choose to deploy cloud services and/or on-premises software across the Commission.
  - Flexibility to maintain a mix of on-premises and online services to suit user needs, and can move from on-premises licensing to equivalent online services such as the Enterprise Cloud Suite as organization priorities change.
  - Enterprise Enrollment products and platforms that include on-premises license for Microsoft's core PC and device products, namely Windows OS. With the EA, Enterprise Products must be licensed on an organization-wide basis and may be ordered as separate products, or in groups of products known as the Enterprise Platform.
    - All Windows OS licenses provided under the EA are upgrade licenses. This means the Commission will need a base Windows OS license on those devices for which the Commission plans to use a Windows upgrade license. The Commission can choose to upgrade to Windows Enterprise OS.
    - With either Desktop Platform, the Commission may add the Microsoft Desktop Optimization Pack (MDOP) to help streamline deployment and device management.

### **3.7.1 EA Subscription Enrollment**

The Contractor shall provide the Commission with the following EA Subscription Enrollment services:

- Subscription Enrollment option to subscribe to, rather than buy, Microsoft product licenses.
- Gain access to Microsoft software only for as long as the Commission maintains its subscription. If the Commission decides not to renew, the Commission will relinquish its rights to run the software, unless it chooses to acquire perpetual licenses through the Enrollment's buy out option.

- **Cloud Services**

The option to add to the EA using the standard purchasing process, or as in the case of Office 365 and EMS, by moving users from Enterprise Products to comparable Enterprise Online services.

- **Enterprise Online Services**

- These are services in the Microsoft Product List, <http://www.microsoft.com/licensing/about-licensing/product-licensing.aspx#tab=2>. These typically fall in line with existing on-premises Enterprise Products and are equivalent when satisfying organization-wide licensing commitments and establishing volume pricing levels.
- With the EA, the Commission can move select on-premises licenses (Enterprise Products) to comparable cloud services (Enterprise Online Services) over the life of the EA.
- If at a future date the Commission wishes to move users back to on-premises software bought through the Commission's Enterprise Enrollment, the Commission may do so under the program's guidelines.

- **Additional Online Services**

- These are services in the Microsoft Product List, <http://www.microsoft.com/licensing/about-licensing/product-licensing.aspx#tab=2>.
- Additional Online Services include an array of cloud platform and services which the Commission may buy through the Enrollments as needed.

### **3.8 Software Assurance**

The Contractor shall provide the following software assurance services (SA):

3.10.1 The SA includes with the EA and provides a set of technologies, services, and rights to help deploy, manage, and use Microsoft products efficiently, and SA keeps the Commission up to date and ready to respond quickly to changes, new challenges, and opportunities.

3.10.2 Key advantages of the SA include:

- Rights to new software releases and cost-efficient upgrades to help reduce software and services costs.
- Structured consulting engagements to plan for deployment of new, on-premises and cloud-based IT initiatives and includes the following deployment and management:
  - Planning services
  - Microsoft Desktop Optimization Pack (MDOP)
  - Windows SA per User Add-on
  - Windows Virtual Desktop Access Rights
  - Windows RT Companion VDA Rights
  - Windows To Go Use Rights
  - Windows Roaming Use Rights
  - Windows Thin PC
  - Windows 8.1 Enterprise Sideload
  - Enhanced Edition Benefits Windows/Windows Embedded
  - Enterprise Source Licensing Program
  - License Mobility Through SA
  - Passive Secondary Instance for SQL Server
  - Office Multi-Language Pack
  - Office Roaming Use Rights
- Access to unique technologies and use rights to help support improved operational efficiency.
- Instructor-led technical training for IT pros and online learning and end-users to boost productivity and includes:
  - Training Vouchers
  - Online E-Learning
  - Home User Program
- Support includes
  - 24x7 Problem Resolution Support
  - Extended Hotfix Support
  - System Center Global Service Monitor
  - Back-up for Disaster Recovery

3.10.3 The Commission shall need to claim its SA benefits through the Volume Licensing Service Center (VLSC) as referenced in section 3.10.4.

#### 3.10.4 Software Assurance Credit

The Contractor shall provide software assurance credit as follows:

- Credit is applied in terms of a discounted price to the SA under the new order, a Customer (direct model) or Channel (indirect model), Price Sheet from Microsoft is required; furthermore, SA credit is not programmatic.
- Requirements
  - EA Enrollments (perpetual licenses) only
  - Microsoft must pre-approve
  - Must have at least one month of credit
  - Credit is applied for same products/versions only
  - Credit cannot exceed 35 months
  - Only SA is credited; license payments are not prorated
  - No termination of original/initial SA obligations
- How it works
  - Microsoft-generated CPS documents pricing
  - Amendment required for indirect Enterprise Agreement Enrollments
  - Software Assurance prorated monthly based on new SA net price (after discounts if any)
  - All credit is applied to year 1 on a per-product basis
  - Any credit in excess of zero unit price year 1 is applied to year 2 and subsequently to year 3 if applicable

### **3.9 Managing EA**

The Contractor shall provide the Commission with the responsibility of managing the Enterprise Agreement as follows:

- 3.10.1 The option to add cloud services and products throughout the EA term and may adjust Microsoft on-premises software and cloud services licenses in two ways:
- If add new users or devices, the Commission can equip them with software and cloud services that are already in use and then account for these changes at the next agreement anniversary through an annual reconciliation process – True-up, or
  - If the Commission wants new products or cloud services, the Commission can order these through the Microsoft Reseller at any time during the agreement.
- 3.10.2 Use Software Asset Management (SAM) to control costs and optimize software investment. The Microsoft SAM site provides a SAM optimization kits, links to several SAM self-service tools

to assist with deployment discovery and a list of Microsoft Certified SAM Partners whom the Commission can contact directly, should the Commission wish to have experts help devise and implement a SAM plan.

- 3.10.3 Track CALs via the Microsoft Assessment Planning (MAP) Toolkit, which features an IT-based Software Usage tracker functionality which provides usage reports for the following server products: Windows Server, Exchange Server, SQL Server, SharePoint Server, and System Center Configuration Manager. The Software Usage Tracker provides the Commission with a view of the actual server usage, which can be valuable for comparing with the purchased CALs, or for True-up and agreement renewal.
- 3.10.4 Product fulfillment through the Volume Licensing Service Center (VLSC)
  - Primary location for Microsoft Volume Licensing to view licensing information, download Microsoft software and manage Volume License benefits and subscriptions.
  - Includes a notification area for site alerts, a Volume Licensing news and announcement section, and links to key tasks
  - Helps to manage EA purchases with
    - Licensing Summary – use VLSC to view current and past Microsoft License Statements across programs and agreements.
    - Relationship Summary – includes a reports that shows all Volume Licensing agreements associated to a user's profile, and can also view further details about offerings, contacts, licenses, and purchase orders. The Relationship Summary provides a consolidated summary of all Volume Licensing IDs associated with the user's Windows Live ID when accessing VLSC.
- 3.10.5 Downloads – Secure user interface to use VLSC to find the product, based on licensing entitlements.
- 3.10.6 Product Keys
  - Request product keys for the Windows OS.
  - Enables retrieval of volume license keys for all Microsoft licensed products.
  - Access to technical support.
- 3.10.7 SA Benefits Summary

- View the SA benefits across all agreements associated to a user's profile.
  - Includes the total eligible quantity of benefits across all agreements, benefits that have not yet been used, and benefits that have not yet been activated.
- 3.10.8 Online Services – Access details about Microsoft Online Services subscriptions and how to manage them.
- 3.10.9 Subscriptions – Access details and management tools for Microsoft Developer Network (MSDN) subscriptions.
- 3.10.10 Help – Access information about the VLSC site, an FAX, and contact details for the Support Center.
- 3.10.11 Manage Cloud Services by using the following:
- Microsoft Account for Organizations Portal to administer Office 365, Microsoft Intune, EMS, and Dynamics CRM subscriptions. This consolidated portal allows viewing online services subscriptions license as well as provision and manage individual user accounts and administrative privileges (for example manage domain re-delegation, directory synchronization, and single sign-on).
  - Microsoft Azure Enterprise Portal to manage accounts, configure rules and settings for various Microsoft Azure services, and generate reports.
  - Microsoft System Center to manage both public and private Microsoft cloud implementations. System Center's comprehensive management capabilities enable to monitor and manage the entire IT infrastructure stack from traditional physical servers, virtualized servers, virtual machines, running workloads, and all the way up to service-based cloud components.
- 3.10.12 Manage its EA by using SA referenced in Section 3.9.
- 3.10.13 Manage its EA over its life term to equip additional hardware, devices, or users with software and online services already licensed, and then account for these changes through an annual True-up reconciliation process. Enterprise Subscription Enrollment annual reconciliation process is through an Annual Order, which can have increase or decrease of license subscription counts.

- Once a year, the Commission will be asked to reconcile EA licenses to account for the total number of licenses added in the previous 12 months.
- An order will be placed (or an Update Statement submitted) that reconciles all the qualified devices, users, and processor units added or used by the Commission organization over the course of the year.
- Annual reconciliation order (update Statement) is due 30 to 60 days prior to Enrollment anniversary, which helps Microsoft ensure the Commission is taking advantage of allowable license transitions or license reductions before issuing annual invoice.
- Work with Microsoft Account Representative or Partner to submit renewal order 30 days before agreement term ends in order to avoid losing valuable licensing rights, continuity of cloud services, and other benefits.

3.10.14 Manage its EA by reviewing options for renewing enrollments at the end of the last year enrollment term.

- Option to renew for another cycle.
- Beyond initial agreement, renewal pricing for on-premises software license is based on SA only – a moderate percentage of Enterprise Pricing for on-premises licenses.
- Enterprise Subscription Enrollment differs in that renewal pricing for on-premises software licenses is based on license plus SA.
- Buyout option exists for customer who want to retain perpetual rights to previously licensed on-premises software.

### **3.10 Resources**

The Contractor shall provide the Commission with the following resources:

- 3.10.1 Access to online management tools and information via the Microsoft website Volume Licensing Service Center (reference Section 3.10.4) and SA (reference Section 3.9)
- 3.10.2 Access in buying, renewing, or adding products and services to the EA, by contacting Microsoft Authorized Enterprise Software Advisor (ESA) or Licensing Solutions Provider (LSP).



3.10.3 As a government organization. have additional Volume Licensing programs available, which may include additional partner and pricing advantages on the Microsoft Volume Licensing website.

3.10.4 Learn more information on the Microsoft website for the following:

- Microsoft Volume Licensing,
- Microsoft Online Services
- SA
- Microsoft Volume Licensing Service Center
- Payment Solutions

#### **4.0 RESPONSIBILITIES**

The Commission and the Contractor's responsibilities are as follows:

##### **Commission**

##### **4.1. Personnel**

- 4.1.1 The Commission shall monitor the Contractor's performance in the daily operation of this Contract.
- 4.1.2 The Commission shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 The Commission shall prepare amendments to the Contract in accordance with the Contract.

##### **Contractor**

##### **4.2 Account Manager**

- 4.2.1 The Contractor shall provide a full-time Account Manager in managing the Commission Microsoft EA as contained in this Statement of Work.
- 4.2.2 The Contractor's Account Manager shall act as a central point of contact with the Commission, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.
- 4.2.3 The Contractor shall provide a Microsoft Enterprise contact support number to get 24x7 technical support, planning services, end-user and technical training with SA.

##### **4.3 Personnel**

- 4.3.1 The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be

authorized to act for the Contractor in every detail and must be able to communicate effectively.

4.3.2 The Commission requires the Contractor, at the Contractor's expense, to conduct background security checks on their employees assigned to the Contract.

#### **4.4 Uniform / Identification**

The Contractor's employees must wear visible identification when working under the Contract on Commission property. The identification shall be a Commission Visitor ID.

#### **4.5 Materials and Equipment**

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

#### **4.6 Training**

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

#### **4.7 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

### **5.0 HOURS / DAYS OF WORK**

The Commission office hours are from 8:00 a.m. to 5:00 p.m. The Commission offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day

- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

## **6.0 QUALITY CONTROL PLAN**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
  - any corrective action taken,
  - the time a problem was first identified,
  - a clear description of the problem,
  - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission upon request.

## **7.0 QUALITY ASSURANCE PLAN**

The Commission will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

### **7.1 Performance Requirements**

The Commission shall monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract.

When the Contractor's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Contractor's future invoice.

This section does not preclude the Commission's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 12 - Termination for Convenience.

## **7.2 Periodic Performance Reviews**

The Commission will conduct periodic reviews to evaluate the Contractor's performance. *(A customized evaluation report must be developed for the work required under the Contract.)*

## **7.3 Contract Deficiency Notice**

The Commission will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

## **7.4 Commission Observations**

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **8.0 ADDITION/DELETION OF SERVICES**

The Commission reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission and the Contractor.

# **ATTACHMENT B**

# **FEE SCHEDULE**

## FEE SCHEDULE

The Contractor shall provide Microsoft Enterprise Volume Licensing commodity and services as stated in Attachment A, Statement of Work, including referenced Attachment E, Microsoft Enterprise Agreement Enrollment Forms. The Contractor shall be paid in accordance with the below table fee schedule.

Line	MFG Part Number	Product Name	Product Type	Quantity	Unit Price	Extended Price Year 1	Extended Price Per Year Years 2 - 5
1	CX2-00093	Windows Enterprise	Software Assurance	570	\$ 33.87	\$ 19,305.90	\$ 19,305.90
2	L5D-00162	Visual Studio Test Professional with MSDN	Software Assurance	8	\$ 272.21	\$ 2,177.68	\$ 2,177.68
3	L5D-00161	Visual Studio Test Professional with MSDN - 2 New Licenses	License and Software Assurance	2	\$ 459.92	\$ 919.84	\$ 919.84
4	H04-00268	SharePoint Server	Software Assurance	3	\$ 980.50	\$ 2,941.50	\$ 2,941.50
5	6VC-01254	Windows Remote Desktop Services	Software Assurance	50	\$ 16.83	\$ 841.50	\$ 841.50
6	U3J-00004	CoreCALBridgeOff365 ALNG SA MVL Pltfrm UsrCAL	Software Assurance	570	\$ 11.79	\$ 6,720.30	\$ 6,720.30
7	P71-07281	Windows Server Data Center Version - New	Software Assurance, Step Up	20	\$ 1,369.19	\$ 27,383.80	\$ 27,383.80
8	P73-05898	Windows Server Standard, 2-Processor (SA),	Software Assurance	25	\$ 127.21	\$ 3,180.25	\$ 3,180.25
9	7R2-00001	Office 365	Subscription License	570	\$ 137.87	\$ 78,585.90	\$ 78,585.90
10	7F4-00002	VDAPerUsrUSL ALNG SubsvL MVL PerUsr	Subscription License	75	\$ 67.43	\$ 5,057.25	\$ 5,057.25
11	4ST-00001	MS Project License (PrjctProforO365G ShrdSvr ALNG SubsvL MVL PerUsr)	Subscription License	75	\$ 189.20	\$ 14,190.00	\$ 14,190.00

12	P3U-00001	Visio License (VisioProforO365G ShrdSvr ALNG SubsVL MVL PerUsr)	Subscription License	120	\$ 98.37	\$	11,804.40	\$	11,804.40
13	7JQ-00341	MS SQL Enterprise License	License and Software Assurance	16	\$ 3,569.14	\$	57,106.24	\$	57,106.24
14	7NQ-00302	MS SQL Standard License	License and Software Assurance	4	\$ 930.77	\$	3,723.08	\$	3,723.08
15					<b>TOTAL</b>		<b>\$233,937.64</b>		<b>\$233,937.64</b>
							<b>5-Year Total</b>		<b>\$1,169,688.20</b>
16	Benefits Available*	<p>Please indicate the benefits available for activation which will be included as part of this Enterprise Agreement but not limited to the below:</p> <p>Type = Eligible Service/Agreement Days/Incidents/Users</p> <ul style="list-style-type: none"> <li>Windows Enterprise = 570</li> <li>Planning Services = 6</li> <li>Home Use Program = Yes</li> <li>TechNet SA Subscription Services = Not Available</li> <li>Training Vouchers = 30</li> <li>24x7 Problem Resolution Support = 10</li> <li>TechNet Plus Direct = Not Available</li> <li>E-Learning - Applications = 1</li> <li>E-Learning - Systems = 1</li> <li>E-Learning - Servers = 1</li> <li>Include additional types if applicable</li> </ul> <p><b>* Microsoft Enterprise Agreement Enrollment benefits described in detail in Attachment F - Microsoft Enterprise Agreement Enrollment Forms.</b></p>							



1940 E. Mariposa Ave., El Segundo, CA 90245

**PCM-G**

**LA County Community Development Commission - EA Pricing / Off County of Riverside RIVCO-20800-005-12/15 - R3**

Part #	Item Name	Year 1 - 5 Price	Qty	Year 1 - 5 Ext. Price
<b>Enterprise Products</b>				
CX2-00093	WinEntforSAwMDOP ALNG SA MVL Pltfrm	\$ 33.87	570	\$ 19,305.90
U3J-00004	CoreCALBridgeQ365 ALNG SA MVL Pltfrm UserCAL	\$ 11.79	570	\$ 6,720.30
7R2-00001	O365GovE3fromSA ShrdSvr ALNG Subsvl MVL PerUsr	\$ 137.87	570	\$ 78,585.90
<b>Additional Products</b>				
L5D-00161	VSTstProwMSDN ALNG LicSAPK MVL	\$ 459.92	2	\$ 919.84
L5D-00162	VSTstProwMSDN ALNG SA MVL	\$ 272.21	8	\$ 2,177.68
H04-00268	SharePointSvr ALNG SA MVL	\$ 980.50	3	\$ 2,941.50
7IQ-00341	SQLSvrEntCore ALNG LicSAPK MVL 2Lic CoreLic	\$ 3,569.14	16	\$ 57,106.24
7NQ-00302	SQLSvrStdCore ALNG LicSAPK MVL 2Lic CoreLic	\$ 930.77	4	\$ 3,723.08
6VC-01254	WinRmtDsktpSrvesCAL ALNG SA MVL UsrCAL	\$ 16.83	50	\$ 841.50
P71-07281	WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	\$ 1,369.19	20	\$ 27,383.80
P73-05898	WinSvrStd ALNG SA MVL 2Proc	\$ 127.21	25	\$ 3,180.25
7F4-00002	VDAPerUsrUSL ALNG Subsvl MVL PerUsr	\$ 67.43	75	\$ 5,057.25
4ST-00001	PriCtProforO365G ShrdSvr ALNG Subsvl MVL PerUsr	\$ 189.20	75	\$ 14,190.00
P3U-00001	VisioProforO365G ShrdSvr ALNG Subsvl MVL PerUsr	\$ 98.37	120	\$ 11,804.40
<b>Year 1 - 5 Annual Payments</b>				<b>\$ 233,937.64</b>
<b>5 Year Total:</b>				<b>\$ 1,169,688.20</b>





1940 E. Mariposa Ave., El Segundo, CA 90245

PCM-G

LA County Community Development Commission - True-Up Pricing / Off County of Riverside RIVCO-20800-005-12/15 - R3

Part #	Item Name	True Up Yr 1	True Up Yr 2	True Up Yr 3	True Up Yr 4	True Up Yr 5
Enterprise Products						
CX2-00094	WinEntforSawMDOP ALNG UpgrdSAPk MVL Ptfirm	\$ 168.72	\$ 145.85	\$ 122.99	\$ 100.12	\$ 77.26
W06-01066	CoreCAL ALNG LicSAPk MVL Ptfirm UsrCAL	\$ 230.49	\$ 202.63	\$ 174.77	\$ 146.91	\$ 119.05
U31-00002	CoreCALBridgeO365 ALNG LicSAPk MVL Ptfirm UsrCAL	\$ 78.64	\$ 68.54	\$ 58.44	\$ 48.34	\$ 38.24
Step-Ups						
U5J-00042	ECALBridgeO365 ALNG SASU MVL CoreCALBridgeO365 Ptfirm UsrCAL	\$ 76.13	\$ 56.00	\$ 48.56	\$ 41.13	\$ 33.69
76A-00004	EntCAL ALNG SASU MVL fromCoreCAL Ptfirm UsrCAL wSvcs	\$ 275.85	\$ 199.25	\$ 168.61	\$ 137.97	\$ 107.34
Additional Products						
L5D-00161	VSTstProwMSDN ALNG LicSAPk MVL	\$ 2,240.76	\$ 1,958.82	\$ 1,676.88	\$ 1,394.94	\$ 1,113.00
H04-00232	SharePointSvr ALNG LicSAPk MVL	\$ 8,631.86	\$ 7,616.32	\$ 6,600.78	\$ 5,585.24	\$ 4,569.70
71Q-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	\$ 17,456.53	\$ 15,402.80	\$ 13,349.08	\$ 11,295.36	\$ 9,241.64
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	\$ 4,552.39	\$ 4,016.81	\$ 3,481.24	\$ 2,945.66	\$ 2,410.09
6VC-01252	WinRmtDsktpSvcsCAL ALNG LicSAPk MVL UsrCAL	\$ 148.01	\$ 130.59	\$ 113.16	\$ 95.74	\$ 78.31
P71-07280	WinSvrDataCtr ALNG LicSAPk MVL 2Proc	\$ 7,816.79	\$ 6,897.15	\$ 5,977.52	\$ 5,057.88	\$ 4,138.25
P73-05897	WinSvrStd ALNG LicSAPk MVL 2Proc	\$ 1,120.16	\$ 988.41	\$ 856.64	\$ 724.89	\$ 593.13
Step-Ups						
9ED-00323	VSPremWMSDN ALNG SASU MVL VSTstProwMSDN	\$ 4,784.48	\$ 3,485.46	\$ 2,983.85	\$ 2,482.24	\$ 1,980.63
71Q-00448	SQLSvrEntCore ALNG SASU MVL 2Lic SQLSvrStdCore CoreLic	\$ 15,484.96	\$ 11,385.99	\$ 9,867.84	\$ 8,349.70	\$ 6,831.55
P71-07281	WinSvrDataCtr ALNG SASU MVL WinsvrStd 2Proc	\$ 8,035.96	\$ 5,908.75	\$ 5,120.87	\$ 4,333.00	\$ 3,545.12
Monthly True-Up Price						
Enterprise Online Services						
7R2-00001	O365GovE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	\$				11.90
Zero Client Device Users Products						
7F4-00002	VDAPerUsrUSL ALNG SubsVL MVL PerUsr	\$				5.82
Additional Online-Products						
4ST-00001	PrijectProforO365G ShrdSvr ALNG SubsVL MVL PerUsr	\$				16.33
P3U-00001	VIsioProforO365G ShrdSvr ALNG SubsVL MVL PerUsr	\$				8.49

# **ATTACHMENT C**

## **REQUIRED CONTRACT FORMS**



Community Development Commission of the County of Los Angeles

## Payee Registration

To ensure accurate and prompt payment, please provide all information and return with the organization information form, authorization for direct deposit form and W-9 form to:

COMMUNITY DEVELOPMENT COMMISSION  
ATTN: PROCUREMENT UNIT  
700 WEST MAIN ST • ALHAMBRA CA 91801  
PHONE: (626) 586-1681 • FAX: (626) 943-3807

☒ New Payee

☐ Update of Company's Information

Name of Company: <u>PCMG, Inc. dba PCM Gov, Inc.</u>			
Contact Person: <u>Danayet Gebremedhin</u>		Title: <u>Contracts Administrator</u>	
Company Address: <u>1940 East Mariposa Ave.,</u> (P.O. Box will not be accepted) Street		<u>El Segundo,</u> City	<u>CA 90245</u> State Zip + 4
Billing Address/Remit To: <u>1940 East Mariposa Ave.,</u> (if different from above) Street		<u>El Segundo,</u> City	<u>CA 90245</u> State Zip + 4
Phone Number ( <u>800</u> ) <u>625-5468</u>		Fax Number ( <u>703</u> ) <u>378-4464</u>	Email: <u>contract@pcmg.com</u>
<input checked="" type="checkbox"/> Federal I.D. No. <input type="checkbox"/> Social Security No. <input type="checkbox"/> Federal Non-Profit No. (Attach copy of IRS Section 501(c)(3) Non-Profit letter)			
Please print Federal I.D., Social Security or Federal Non-Profit No: <u>33-0964088</u>			
<b>TYPE OF OWNERSHIP (check all applicable)</b>			
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Limited Liability Company			
<input type="checkbox"/> Other _____			
<b>TYPE OF BUSINESS (check all applicable)</b>			
<input type="checkbox"/> Manufacturer <input type="checkbox"/> Distributor <input type="checkbox"/> Construction Contractor <input type="checkbox"/> Consultant <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Vendor			
<input checked="" type="checkbox"/> Other <u>Retailer</u>			
<b>THE INFORMATION PROVIDED IS HEREBY TRUE AND ACCURATE BASED ON FACTS AVAILABLE AS OF THIS DATE.</b>			
Signature <u>[Signature]</u>		Title <u>VP Sales</u>	Date <u>04/21/2015</u>
Registration Form is NOT valid unless signed and dated.)			
<b>FOR OFFICE USE ONLY</b>			
Date Received: _____		Date Entered: _____	
Payee #: _____		Entered By: _____	

Rev. 6/15/13

**Community Development Commission of the County of Los Angeles  
Organization Information Form**

**I. FIRM/ORGANIZATION INFORMATION** Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

**NAME OF FIRM:** PCMG, Inc. dba PCM Gov, Inc.

**Business Structure:** ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit  
☐ Franchise ☐ Other (Please Specify) \_\_\_\_\_

**Total Number of Employees (including owners):** 103 (PCM, Inc. is a wholly owned subsidiary of publicly traded PGM, Inc.)

**Distribute the above total number of employees into the following categories:**

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American			1		12	7
Hispanic American			2		6	1
Asian American			1		7	2
Asian Pacific American			1			
Native American						
Caucasian	1		2	4	38	15
Other _____					3	

**II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION**

**This firm/organization:**

☐ **is a Minority Business Enterprise.**

"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members; and whose management and daily operations are controlled by one or more such individuals.

☐ **is a Woman Business Enterprise.**

"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

☒ **is not a Minority or Woman Business Enterprise.**

**III. DECLARATION**

*I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.*

Print Authorized Name	Authorized Signature	Title	Date
Dave Wiltz		VP Sales	04/21/2015

Rev. 3/07





**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801

Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

Gloria Molina  
Mark Ridley-Thomas  
Zev Yaroslavsky  
Don Knabe  
Michael D. Antonovich  
Commissioners

Sean Rogan  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION (CDC) and  
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (HACOLA)**

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS  
AUTOMATED CLEARING HOUSE CREDITS (ACH)**

<b>Vendor Name</b>	PCMG, Inc. dba PCM Gov, Inc.
--------------------	------------------------------

I (we) hereby authorize Community Development Commission, hereinafter called "Commission" to initiate credit entries and if necessary, credit reversals for any credit entries in error to my (our) account indicated below, at the depository Financial Institution named below and credit such same account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of the United States law.

<b>Financial Institution Name</b>			
<input checked="" type="checkbox"/> <b>Checking Account or</b>	<input type="checkbox"/> <b>Savings Account</b>		
<b>Routing Number</b>	12100358		
<b>Bank Account Number</b>	1457702450		

This authorization is to remain in full force and effect until the Commission and your depository Financial Institution have had all reasonable opportunity to act upon a written request for cancellation

<b>Name</b>	Dave Wiltz	<b>Title</b>	VP Sales
<b>Signature</b>		<b>Date</b>	04/21/2015
<b>Email Address</b>	cashposting@pcm.com	<b>Phone</b>	800-625-5468

<b>Name</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	
<b>Email Address</b>		<b>Phone</b>	

Please return this completed form to:

Community Development Commission  
Procurement Unit – Grace Casey  
700 West Main Street  
Alhambra, CA 91801

**We Build Better Lives  
& Better Neighborhoods**



**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
PCMG, Inc.

Business name/disregarded entity name, if different from above  
PCM Gov, Inc.

Check appropriate box for federal tax classification:  
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Exempt payee  
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
14120 Newbrook Drive, Suite 100  
City, state, and ZIP code  
Chantilly, VA 20151

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
3	3	-	0	9	6	4	0	8

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶ 04/21/2015

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

PCMG, Inc. dba PCM Gov, Inc.

Vendor's Name

1940 East Mariposa Ave., El Segundo, CA 90245

Address

33-0964088

Internal Revenue Service Employer Identification Number

### GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.


### VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Dave Wiltz

Title: VP Sales

Signature: 

Date: 04/21/2015

Equal Employment Opportunity (EEO) Certification Form

Revised 09/30/05



## CHARITABLE CONTRIBUTIONS CERTIFICATION

PCMG, Inc. dba PCM Gov, Inc.

Company Name

1940 East Mariposa Ave., El Segundo, CA 90245

Address

33-0964088

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

### CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. ( x ) ( )

OR

YES NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ( ) ( )

  
Signature

04/21/2015

Date

Dave Wiltz, VP Sales

Name and Title (please type or print)

Charitable Contributions Certification Form

Revised 09/30/05



**COMMUNITY DEVELOPMENT COMMISSION  
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

<b>Company Name:</b> PCMG, Inc. dba PCM Gov, Inc.		
<b>Company Address:</b> 1940 East Mariposa Ave.		
<b>City:</b> El Segundo	<b>State:</b> CA	<b>Zip Code:</b> 90245
<b>Telephone Number:</b> 800-625-5468		
<b>Solicitation For (Type of Goods or Services):</b> Microsoft Enterprise Volume Licensing Services		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program Is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II - Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

<b>Print Name:</b> Dave Wiltz	<b>Title:</b> VP Sales
<b>Signature:</b> 	<b>Date:</b> 04/21/2015

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM  
CERTIFICATION OF COMPLIANCE**

Company Name: PCMG, Inc. dba PCM Gov, Inc.		
Company Address: 1940 East Mariposa Ave.		
City: El Segundo	State: CA	Zip Code: 90245
Telephone Number: 800-625-5468	Email address: contract@pcmg.com	
Solicitation/Contract For 4877981		Services:

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**


To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
- ☐ Mandated by federal or state law or a condition of federal or state program;
  - ☐ The purchase is made through a state or federal contract;
  - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
  - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
  - ☐ Emergency services provider for services or goods;
  - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
  - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Dave Wiltz	Title: VP Sales
Signature: 	Date: 04/21/2015

Defaulted Property Tax Reduction Program Certification

December 21, 2009

**FEDERAL LOBBYIST REQUIREMENTS  
CERTIFICATION**

Name of Firm: PCMG, Inc. dba PCM Gov, Inc. Date: 04/21/2015

Address: 1940 East Mariposa Ave., El Segundo

State: CA Zip Code: 90245 Phone No. : 800-625-5468

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Dave Wiltz Title: VP Sales  
Signature: [Signature] Date: 04/21/2015



**ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Bidders/Proposers unable to meet this requirement shall not be considered for contract award.**

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by Commission/Housing Authority)    ☒ NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES    \_\_\_\_\_ NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☒ YES    \_\_\_\_\_ NO    \_\_\_\_\_ N/A (Program not available)

Bidder/Proposer Organization: PCMG, Inc. dba PCM Gov, Inc.

Signature: \_\_\_\_\_

Print Name: Dave Wiltz

Title: VP Sales

Date: 04/21/2015

Tel #: 800-625-5468

Fax #: 703-378-4464

# **ATTACHMENT D**

## **REQUIRED CONTRACT NOTICES**

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

#### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.**

**COUNTY OF LOS ANGELES**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**  
**(Los Angeles County Code 2.206)**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed,

extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with



existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2014)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from [IRS.gov](http://IRS.gov) or by calling 1-800-829-3876.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

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Notice 1015 (Rev. 12-2014)  
Cat. No. 205901

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# *Safely* Surrendered Baby Law

## **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## **Can only a parent bring in the baby?**

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## **Does the parent or surrendering adult have to call before bringing in the baby?**

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## **Does the parent or surrendering adult have to tell anything to the people taking the baby?**

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## **What happens to the baby?**

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## **What happens to the parent or surrendering adult?**

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## *A baby's story*

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ATTACHMENT E**

**MICROSOFT ENTERPRISE  
AGREEMENT  
ENROLLMENT FORMS**

**Microsoft Enterprise Enrollment Forms attached and will be updated upon agreement of Microsoft product and services to be purchased, pending Board Approval.**



## Program Signature Form

MBA/MBSA number

Agreement number

01E73134

000-jorob-s-840

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10632
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	0309567.002
Amendment	CTM-a (New)
Amendment	M97 (New)
Amendment	M306 (New)
DiscountTransparencyDisclosureForm Amendment	X20-12769 CTM-b (New)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> Community Development Commission of the County of Los Angeles
<b>Signature*</b> _____
<b>Printed First and Last Name*</b> Sean Rogan
<b>Printed Title</b> Executive Director
<b>Signature Date*</b>
<b>Tax ID</b>

*\* indicates required field*

Microsoft Affiliate
Microsoft Corporation
<b>Signature</b> _____
<b>Printed First and Last Name</b>
<b>Printed Title</b>
<b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**

Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada 89511-1137  
USA



## Supplemental Contact Information Form State and Local

This form can be used in combination with Agreement and Enrollment/Registration. However, a separate form must be submitted for each Enrollment/Registration, when more than one is submitted on a signature form. For the purposes of this form, "Entity" can mean the signing Entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a Volume Licensing program agreement. Primary and Notices contacts in this form will not apply to Enrollments or Registrations.

This form applies to: ☐ Agreement  
☒ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

### **Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

#### **1. Additional notices contact.**

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

**Name of Entity\*** Community Development Commission of the County of Los Angeles

**Contact name\*:** First Douglas Last Van Gelder

**Contact email\*** Douglas.VanGelder@laccdc.org

**Street address\*** 700 W. Main Street

**City\*** Alhambra **State\*** CA **Postal code\*** 91801-3312

**Country\*** USA

**Phone\*** 626-586-1727 **Fax**

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

#### **2. Software Assurance manager.**

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

**Name of Entity\*** Community Development Commission of the County of Los Angeles

**Contact name\*:** First Maryann Last Robles

**Contact email\*** Maryann.Robles@laccdc.org

**Street address\*** 700 W. Main Street

**City\*** Alhambra **State\*** CA **Postal code\*** 91801-3312

**Country\*** USA

**Phone\*** 626-586-1725 **Fax**

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

### **3.     *Subscriptions manager.***

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

**Name of Entity\*** Community Development Commission of the County of Los Angeles

**Contact name\*:** **First** Maryann **Last** Robles

**Contact email\*** Maryann.Robles@lacdc.org

**Street address\*** 700 W. Main Street

**City\*** Alhambra **State\*** CA **Postal code\*** 91801-3312

**Country\*** USA

**Phone\*** 626-586-1725 **Fax**

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

### **4.     *Online Services manager.***

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

**Name of Entity\*** Community Development Commission of the County of Los Angeles

**Contact name\*:** **First** Cesar **Last** Delgado

**Contact email\*** Cesar.Delgado@lacdc.org

**Street address\*** 700 W. Main Street

**City\*** Alhambra **State\*** CA **Postal code\*** 91801-3312

**Country\*** USA

**Phone\*** 626-586-1707 **Fax**

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

### **5.     *Customer Support Manager (CSM):***

This person is designated as the Customer Support Manager (CSM) for support-related activities.

**Name of Entity\*** Community Development Commission of the County of Los Angeles

**Contact name\*:** **First** Cesar **Last** Delgado

**Contact email\*** Cesar.Delgado@lacdc.org

**Street address\*** 700 W. Main Street

**City\*** Alhambra **State\*** CA **Postal code\*** 91801-3312

**Country\*** USA

**Phone\*** 626-586-1707 **Fax**

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

### **6.     *Primary contact information:***

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

**Name of Entity\*** Community Development Commission of the County of Los Angeles

**Contact name\*:** **First** Maryann **Last** Robles

**Contact email\*** Maryann.Robles@lacdc.org

**Street address\*** 700 W. Main Street

**City\*** Alhambra **State\*** CA **Postal code\*** 91801-3312

**Country\*:** USA  
**Phone\*** 626-586-1725 **Fax**

**7.     *Notices contact and online administrator information:***

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☐ Same as primary contact

**Name of Entity\*** Community Development Commission of the County of Los Angeles

**Contact name\*:** **First** Dorian **Last** Martinez

**Contact email\*** Dorian.Martinez@lacdc.org

**Street address\*** 700 W. Main Street

**City\*** Alhambra **State\*** CA **Postal code\*** 91801-3312

**Country\*:** USA

**Phone\*** 626-586-1723 **Fax**

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.



# Enterprise Enrollment Discount Transparency Disclosure Form

Enrollment Number  
Microsoft to complete for initial term  
Reseller to complete for renewal

## Discount Details

Reseller will place an order on behalf of Enrolled Affiliate with the Total ERP Deal Value as listed below. The "Total ERP Deal Value" is the sum of the Estimated Retail Price (ERP) for all products ordered, listed in the currency in which your Reseller transacts with Microsoft. Resellers pay a net price to purchase products from Microsoft; that price may be lower than ERP. For this Enrollment, Microsoft provided Enrolled Affiliate's Reseller an additional discount off the Reseller's net price, and that additional discount is shown in the "% Discount to Reseller Net Price Total Deal Value" column in the table below. Enrolled Affiliate's actual final price and currency will be established by a separate agreement between Enrolled Affiliate and its Reseller.

Step 1. Complete all fields in the table below (required)

Currency	Total ERP Deal value	% Discount to Reseller Net Price Total Deal Value
US Dollar	\$1,621,908.00	25.39%

This disclosure is valid only for the duration of the Enrollment.

## Reseller acknowledgement

Name of Reseller

Printed Name

Printed Title

**This form must be attached to a signature form to be valid.**

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)

4877981

Proposal ID/Framework ID

8/31/2015

Previous Enrollment number  
(Reseller to complete)

4877981

Earliest expiring previous  
Enrollment end date <sup>1</sup>

8/31/2015

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

**Product order.** The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.



“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“L&SA” means a License with Software Assurance for any Product ordered.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate’s Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Transition” means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

“Transition Period” means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms.

## **2. Order requirements.**

- a. Minimum Order requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

- (i) Enterprise Commitment.** If ordering any Enterprise Products, Enrolled Affiliate’s order must include coverage for all Qualified Users and/or all Qualified Devices in any Product

pool an Enterprise Product is ordered in. Enrolled Affiliate may elect to mix Enterprise Products and the corresponding Enterprise Online Services within a Product pool as long as all devices not covered by an Enterprise Product are only used by users covered with a per user license.

- (ii) **Enterprise Online Services.** If ordering Enterprise Online Services only, then Enrolled Affiliate must maintain at least 250 Subscription Licenses.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
  - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses.
- f. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
  - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
  - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product List, Enrolled Affiliate may reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
  - (iv) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in certain Licenses to be included on the true-up order and a reduction of other Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. For Licenses paid up front, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.

**(v) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product List, as follows:

- a) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- b) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- c) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

**(vi) Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

**(vii) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

**(viii) Late true-up order.** If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
- 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**g. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately

eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

- h. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- i. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices for Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

### **4. Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### **5. Transitions.**

- a. Transition requirements.**
  - (i)** Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. Enrolled Affiliate may not, however, reduce the quantity of Licenses or associated Software Assurance prior to the end of the Transition Period.
  - (ii)** Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period.
  - (iii)** If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance must be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
  - (iv)** If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
  - (v)** If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

**b. Effect of Transition on Licenses.**

- (i) Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
- (ii) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (iii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the amounts paid for the Transitioned Product as of the end of the Transition Period.
- (iv) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

**6. End of Enrollment term and termination.**

**a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

**b. Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

**c. If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may

extract it. Enrolled Affiliate will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete its Customer Data. Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data and that Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.



## ***Enrollment Details***

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** Community Development Commission of the County of Los Angeles

**Contact name\* First** Maryann **Last** Robles

**Contact email address\*** Maryann.Robles@lacdc.org

**Street address\*** 700 W. Main Street

**City\*** Alhambra,  
**State/Province\*** CA  
**Postal code\*** 91801-3312  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** USA  
**Phone\*** 626-586-1725  
**Tax ID** 95-3777596

*\* indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** **First** Cesar **Last** Delgado  
**Contact email address\*** Cesar.Delgado@lacdc.org  
**Street address\*** 700 W. Main Street  
**City\*** Alhambra  
**State/Province\*** CA  
**Postal code\*** 91801-3312  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** USA  
**Phone\*** (626) 586-1707

**Language preference.** Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** **First** Dorian **Last** Martinez  
**Contact email address\*** Dorian.Martinez@lacdc.org  
**Phone\*** (626) 586-1723

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** PCM, Inc.  
**Street address (PO boxes will not be accepted)\*** 1940 E. Mariposa Ave  
**City\*** El Segundo  
**State/Province\*** CA  
**Postal code\*** 90245  
**Country\*** USA  
**Contact name\*** Timothy Ryan  
**Phone\*** 310-225-5019  
**Contact email address\*** licensing@pcm.com  
*\* indicates required fields*



By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** \_\_\_\_\_

**Printed name\*** Valerie Saunders

**Printed title\*** Licensing Manager

**Date\***

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

# Enterprise Enrollment Amendment ID CTM

000-jorob-s-840(a)

For the purposes of this Amendment, “Entity” means the Enrolled Affiliate entering into the Enrollment to which this amendment applies. Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is amended as follows:

1. **Additional definitions.** The following additional defined terms are hereby added to the Enrollment:  
  
“End User” means an individual that accesses the Office 365 Services.  
  
“Office 365 for Government” means Microsoft’s family of Office 365 Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by eligible US Federal, State, Local, and Tribal Government Customers only and offered in accordance with the “community cloud” definition as defined in the National Institute of Standards and Technology (NIST) Special Publication 800-145.
2. **Effective Date.** Notwithstanding anything to the contrary in the Enrollment amended hereby, and notwithstanding the date it was executed by the parties, the effective date of the Enrollment shall be September 1, 2015.
3. **Term.** Notwithstanding anything to the contrary in the Enrollment amended hereby, the Enrollment will expire sixty (60) full calendar months after the effective date.
4. **Orders and payments.** Per Section 2(c) of the Enterprise Agreement, all references to orders in this amendment refer to orders that Enrolled Affiliate will place with its Reseller. All payments shall be made to the Reseller, and pricing and payment terms will be determined by separate agreement between Enrolled Affiliate and Reseller.
5. **Data Location.** Microsoft will provide Office 365 Services from data centers in the United States. In connection with the Office 365 Services, storage of the following Customer Data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.
6. **Office 365 Data Processing Agreement terms.** The following terms and conditions shall apply solely to Office 365 Services sold under this Agreement:

**(A) Privacy**

- a. **Privacy practices.** Microsoft complies with all data protection and privacy laws generally applicable to Microsoft’s provision of the Office 365 Services. However, Microsoft is not responsible for compliance with any data protection or privacy law applicable to Enrolled Affiliate or its industry and not generally applicable to information technology service providers.
- b. **Customer Data.** Microsoft will process Customer Data in accordance with the provisions of this Office 365 Addendum and, except as stated in the Enrollment and this Office 365 Addendum, Microsoft (a) will acquire no rights in Customer Data and (b) will not use or disclose Customer Data for any purpose other than stated below. Microsoft’s use of Customer Data is as follows:

- (i) Customer Data will be used only to provide Enrolled Affiliate the Office 365 Services. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Office 365 Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).
  - (ii) Microsoft will not disclose Customer Data to law enforcement unless required by law. Should law enforcement contact Microsoft with a demand for Customer Data, it will attempt to redirect the law enforcement agency to request it directly from Enrolled Affiliate. As part of this effort, Microsoft may provide Enrolled Affiliate's basic contact information to the agency. If compelled to disclose Customer Data to law enforcement, Microsoft will use commercially reasonable efforts to notify Enrolled Affiliate in advance of a disclosure unless legally prohibited.
- c. **Enrolled Affiliate Data deletion or return.** Upon expiration or termination of Enrolled Affiliate's use of the Office 365 Services, Enrolled Affiliate may extract Enrolled Affiliate Data and Microsoft will delete Enrolled Affiliate Data, each in accordance with the Product Use Rights.
- d. **End User requests.** Microsoft will not independently respond to requests from Enrolled Affiliate's End Users without Enrolled Affiliate's prior written consent, except where required by applicable law.
- e. **Microsoft personnel.** Microsoft personnel will not process Customer Data without authorization. Microsoft personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.
- f. **Subcontractor; transfer.** Microsoft may hire other companies to provide limited services on its behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services Microsoft has retained them to provide, and they are prohibited from using Customer Data for any other purpose. Microsoft remains responsible for its subcontractors' compliance with the obligations of this Office 365 Addendum. Any subcontractors to whom Microsoft transfers Customer Data will have entered into written agreements with Microsoft requiring that the subcontractor provide at least the same level of privacy protection with respect to personal data received from Microsoft as is required by the relevant Safe Harbor principles. Enrolled Affiliate consents to Microsoft's transfer of Customer Data to subcontractors as described in this Office 365 Addendum. Except as set forth above, or as Enrolled Affiliate may otherwise authorize, Microsoft will not transfer to any third party (not even for storage purposes) personal data Enrolled Affiliate provides to Microsoft through the use of the Office 365 Services.

**(B) Enrolled Affiliate responsibilities.**

Enrolled Affiliate must comply with applicable legal requirements for privacy, data protection, and confidentiality of communications related to its use of Office 365 Services.

**(C) Additional European terms.**

If Enrolled Affiliate has End Users in the European Economic Area or Switzerland, the additional terms in this Section 6(C) will apply. Terms used in this Section that are not specifically defined will have the meaning in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("**EU Data Protection Directive**").

- a. **Intent of the parties.** For the Office 365 Services, Enrolled Affiliate is the data controller and Microsoft is a data processor acting on Enrolled Affiliate's behalf.

As data processor, Microsoft will only act upon Enrolled Affiliate's instructions. This Office 365 Addendum and the Enrollment (including the terms and conditions incorporated by reference therein) are Enrolled Affiliate's complete and final instructions to Microsoft for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Enrolled Affiliate's Enrollment.

- b. **Duration and object of data processing.** The duration of data processing shall be for the term designated under the Enrollment. The objective of the data processing is the performance of the Office 365 Services.
- c. **Scope and purpose of data processing.** The scope and purpose of processing of Customer Data, including any personal data included in the Customer Data, is described in this Office 365 Addendum and the Enrollment.
- d. **Customer Data access.** For the term designated under the Enrollment Microsoft will, at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide Customer with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on Enrolled Affiliate's behalf.
- e. **Privacy officer.** Microsoft's data privacy representative for the European Economic Area and Switzerland can be reached at the following address:

Microsoft Ireland Operations Ltd.  
Attn: Privacy Officer  
Carmenhall Road  
Sandyford, Dublin 18, Ireland

#### (D) **Security**

- a. **General practices.** Microsoft has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows:

##### (i) **Domain: organization of information security**

- 1) **Security ownership.** Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.
- 2) **Security roles and responsibilities.** Microsoft personnel with access to Customer Data are subject to confidentiality obligations.
- 3) **Risk management program.** Microsoft performed a risk assessment before processing the Customer Data or launching the Office 365 Service.
- 4) **Microsoft retains its security documents** pursuant to its retention requirements after they are no longer in effect.

##### (ii) **Domain: asset management**

- 1) **Asset inventory.** Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access.
- 2) **Asset handling.**
  - A. Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted (e.g., through encryption).

- B. Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data.
- C. Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside Microsoft's facilities. This includes removing media (e.g., USB sticks and CD ROMs) and documents containing Customer Data from Microsoft's facilities.

**(iii) Domain: human resources security**

**1) Security training.**

- A. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures.
- B. Microsoft will only use anonymous data in training.

**(iv) Domain: physical and environmental security**

- 1) Physical access to facilities. Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals.
- 2) Physical access to components. Microsoft maintains records of the incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain.
- 3) Protection from disruptions. Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.
- 4) Component disposal. Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.

**(v) Domain: communications and operations management**

- 1) Operational policy. Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data.
- 2) Data recovery procedures.
  - A. On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered.
  - B. Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located.
  - C. Microsoft has specific procedures in place governing access to copies of Customer Data.
  - D. Microsoft reviews data recovery procedures at least every six months.
  - E. Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and which data (if any) had to be input manually in the data recovery process.



- 3) Malicious software. Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks.
- 4) Data beyond boundaries.
  - A. Microsoft encrypts Customer Data that is transmitted over public networks.
  - B. Microsoft restricts access to Customer Data in media leaving its facilities (e.g., through encryption).

**(vi) Domain: access control**

- 1) Access policy. Microsoft maintains a record of security privileges of individuals having access to Customer Data.
- 2) Access authorization.
  - A. Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data.
  - B. Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months.
  - C. Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources.
- 3) Least privilege.
  - A. Technical support personnel are only permitted to have access to Customer Data when needed.
  - B. Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function.
- 4) Integrity and confidentiality.
  - A. Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended.
- 5) Authentication.
  - A. Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems.
  - B. Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly.
  - C. Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long.
  - D. Microsoft ensures that de-activated or expired identifiers are not granted to other individuals.
  - E. Microsoft monitors repeated attempts to gain access to the information system using an invalid password.
  - F. Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed.
  - G. Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.
- 6) Network design. Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.

(vii) **Domain: information security incident management**

- 1) Incident response process. Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.
- 2) Service Monitoring. Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.

(viii) **Domain: Business Continuity Management**

- 1) Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located.
- 2) Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original state from before the time it was lost or destroyed.

- (ix) The security measures described in this Amendment are Microsoft's only responsibility with respect to the security of Customer Data. For Customer Data, these measures replace any confidentiality obligations contained in the Enrollment or any other non-disclosure agreement between Microsoft and Enrolled Affiliate.

**b. Certifications and audits**

- (i) Microsoft has established and agrees to maintain a data security policy that (a) *governs Microsoft's handling of Customer Data*, and (b) complies with the ISO 27001 standards for the establishment, implementation, control, and improvement of the Information Security Management System and the ISO/IEC 27002 code of best practices for information security management ("**Microsoft Online Information Security Policy**"). On a confidential need-to-know basis, and subject to Enrolled Affiliate's agreement to non-disclosure obligations Microsoft specifies, Microsoft will make the Microsoft Online Information Security Policy available to Enrolled Affiliate, along with other information reasonably requested by Enrolled Affiliate regarding Microsoft security practices and policies. Enrolled Affiliate is solely responsible for reviewing the Microsoft Online Information Security Policy, making an independent determination as to whether the Microsoft Online Information Security Policy meets Enrolled Affiliate's requirements, and for ensuring that Enrolled Affiliate's personnel and consultants follow the guidelines they are provided regarding data security.
- (ii) Microsoft will audit the security of the computers and computing environment that it uses in processing Customer Data (including personal data) on the Office 365 Services and the physical data centers from which Microsoft provides the Office 365 Services. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards; (c) will be performed by third party security professionals at Microsoft's selection and expense; (d) will result in the generation of an audit report ("**Microsoft Audit Report**"), which will be Microsoft's confidential information; and (e) may be performed for other purposes in addition to satisfying this Section (e.g., as part of Microsoft's regular internal security procedures or to satisfy other contractual obligations).
- (iii) If Enrolled Affiliate requests in writing, Microsoft will provide Enrolled Affiliate with a confidential summary of the Microsoft Audit Report ("**Summary Report**") so that Enrolled Affiliate can reasonably verify Microsoft's compliance with the security obligations under this Office 365 Addendum. The Summary Report is Microsoft confidential information.
- (iv) Microsoft will make good faith, commercially reasonable efforts to remediate (a) any errors identified in a Microsoft Audit Report that could



reasonably be expected to have an adverse impact on Enrolled Affiliate use of the Office 365 Services and (b) material control deficiencies identified in the Microsoft Audit Report.

## 7. Security Incident Notification for Office 365 Services.

- a. If Microsoft become aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities used to provide Office 365 Services, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will: (1) promptly notify Enrolled Affiliate of the Security Incident; (2) investigate the Security Incident and provide Enrolled Affiliate with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.
- b. Enrolled Affiliate agrees that:
  - (i) An unsuccessful Security Incident will not be subject to this Section. An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any of Microsoft's equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents; and
  - (ii) Microsoft's obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.
- c. Notification(s) of Security Incidents, if any, will be delivered to one or more of Enrolled Affiliate's administrators by any means Microsoft selects, including via email. It is Enrolled Affiliate's sole responsibility to ensure Enrolled Affiliate's administrators maintain accurate contact information on the Online Services portal at all times.
- d. Solely as it pertains to this Enrollment, Section 13 of the Enterprise Agreement ("Limitation of Liability") shall be amended by the addition of a new Subsection 13d, as follows:

The following costs related to disclosure of Customer Data due to a Security Incident (hereafter, a "Covered Disclosure") shall be deemed to be "direct damages," subject to the liability cap set forth in Section 13a but not subject to the exclusion of indirect or consequential damages set forth in Section 13b:

  - (i) An Enrolled Affiliate's reasonable costs in notifying affected individuals of Covered Disclosure in which the data subjects' Personal Information has been disclosed;
  - (ii) Credit monitoring for up to twelve (12) months for affected individuals;
  - (iii) Damages assessed against an Enrolled Affiliate by a court of competent jurisdiction and awarded to individuals whose Personally Identifiable Information is subject to a Covered Disclosure; and
  - (iv) Any additional reasonable and documented costs of any mitigation, remedies or plans to the extent that such mitigation, remedies or plans are customary, reasonable and would otherwise have been expected to be paid by California government entities in the event such entities were to experience a Covered Disclosure while hosting and processing their own Customer Data, given the nature and scope of the Covered Disclosure, as validated by an independent internationally recognized third party industry expert chosen by both parties.

8. Section 6(d) of the Enrollment is hereby amended and restated in its entirety, as follows:

**Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the *Enterprise Agreement*.

**9. Extension Period for Office 365 Services (s) upon expiration of Enrollment term.**

Notwithstanding anything to the contrary in the Enterprise Agreement or Enrollment, Enrolled Affiliate may notify Microsoft in writing, no fewer than 45 days prior to the expiration of the term of the Enrollment, that it wishes to extend its subscription order(s) for Office 365 Services for an additional 90-day term, in order to have additional time during which to extract its data.

Following Microsoft's receipt of such notice, Microsoft and Enrolled Affiliate will execute an Amendment for the purposes of (i) extending the term of the Enrollment by an additional 90 days (the "Extension Period"), and (ii) continuing its subscription orders for Office 365 Services. Enrolled Affiliate's orders for Products other than Office 365 Services will not be extended for this Extension Period.

The 90-day Extension Period shall commence on the day following the expiration date of the Enrollment's term.

Enrolled Affiliate acknowledges and agrees that, in order to exercise its right to extend its subscription orders pursuant to this Section 13, it must place an order with its Reseller (concurrent with its submission of the extension Amendment contemplated by the preceding paragraph) for the 90-day purchase of its Office 365 Services. The Reseller will subsequently place its corresponding order with Microsoft, and the Reseller's order must be received by Microsoft prior to the expiration (or early termination) date in order to extend the Office 365 Services.

**10. Change of Reseller.** The following conditions governing Enrolled Affiliate's change of Reseller have been added so section 3 of the Enrollment (Pricing):

In the event Enrolled Affiliate changes Reseller during the term of the Enrollment, Microsoft will provide the replacement Reseller with the same confidential costs, for new orders and recurring payments hereunder, that it would otherwise have provided the original Reseller. Enrolled Affiliate's prices and payment terms will subsequently be determined by separate agreement between Enrolled Affiliate and the replacement Reseller.

**11. Merger and Acquisition.** The terms of this Enrollment and Enterprise Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Microsoft. In the event of an acquisition, merger, divestiture or other transfer of rights, Microsoft shall ensure that the acquiring entity (or the new entity, if applicable) is legally required to honor all the terms negotiated in this Enrollment and Enterprise Agreement**12. Compliance with applicable law.** Microsoft will comply with all laws that are generally applicable to (i) corporations; and (ii) Microsoft's provision of the Online Services as an IT service provider, including but not limited to 42 CFR Part 2 (Confidentiality of Alcohol & Drug Abuse Patient Records) to the extent that Microsoft, or any other email or cloud service provider who is commercially offering a cloud service that is the same or substantially similar to the shared tenant Office 365 service, is held by a judicial determination or regulatory agency to be a Qualified Service Organization within the meaning of 42 C.F.R. section 2.11, notwithstanding any other provision of the Enrollment, Enterprise Agreement or this Amendment (including this Section 16). Microsoft acknowledges that pursuant to 42 C.F.R. section 2.11(b) Qualified Service Organizations are fully bound by the provisions of 42 C.F.R. Part 2 (Confidentiality of Alcohol & Drug Abuse Patient Records) and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the regulations and in accordance with Section 10 (A)(b)(ii) of this Amendment. For clarity, Microsoft is not responsible for compliance with any law (including but not limited to data protection or privacy law) uniquely applicable to Enrolled Affiliate or Enrolled Affiliate's government function, and not generally applicable to corporations or IT service providers. Microsoft will be responsible for the actual payment of any fines, penalties, sanctions, or fees imposed by a judicial body or

regulatory agency based on such judicial body or regulatory agency's final determination that Microsoft is a Qualified Service Organization and violated 42 CFR Part 2. Any such aforementioned fines, penalties, sanctions or fees shall be deemed direct damages pursuant to Section 13 (Limitation of Liability) of the Enterprise Agreement.

### 13. Conflict of Interest.

**The parties acknowledge that certain provisions C & D below have limited or no application in the context of the software license agreement contained in the Enrollment amended hereby (and the related Enterprise Agreement). However, to the extent that provisions C & D below do have reasonable application hereto, the parties agree that such provisions will be considered part of this Enrollment and that the parties will be bound thereby.**

- A. Microsoft represents and warrants that, to the best of its knowledge, it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under the Enrollment (as amended hereby) or the Enterprise Agreement.
- B. Microsoft shall comply with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts applicable to Microsoft; and (ii) federal, state and local conflict of interest laws and regulations applicable to Microsoft and the Online Services ordered pursuant to the Enrollment, including, without limitation, to the extent applicable, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Enrollment and is grounds for termination of this Enrollment by the County.
- C. Microsoft shall provide Enrolled Affiliate with the names, description of individual duties to be performed and email addresses of all persons who will be engaged in performance of the agreement, including without limitation colleagues, employees, agents and subcontractors with the exception of those working solely ministerial, secretarial, manual, or clerical capacity. Microsoft shall immediately notify the enrolled Affiliate of the names of individuals working in such a capacity who, during the course of the Enrollment, end their service.
- D. Microsoft shall ensure that all individuals identified pursuant to this section understand that they are subject to the Political Reform Act ("PRA") and shall conform to all requirements of the PRA and other laws and regulations, including, as required, filing of Statements of Economic Interests (Form 700) within thirty (30) calendar days of commencing service pursuant to this Enrollment, annually by April 1, and within thirty (30) calendar days of their termination of service pursuant to this Enrollment. Form 700 is available on the website of the Fair Political Practices Commission.

14. **Subcontractors.** To the extent that Microsoft employs subcontractors in the delivery of Online Services ordered pursuant to the Enrollment amended hereby, Microsoft accepts responsibility for those subcontractors.

### 15. Confidentiality.

- a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that:
  - (i) are designated as "confidential";

- (ii) a reasonable person knows or reasonably should understand to be confidential; or
  - (iii) include non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.
- b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:
  - (i) is, or becomes, publicly available without a breach of this agreement;
  - (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;
  - (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
  - (iv) is independently developed; or
  - (v) is a comment or suggestion one party volunteers about the other's business, products or services.
- c. **Treatment of Confidential Information.**
  - (i) **In general.** Subject to the other terms of this agreement, each party agrees:
    - it will not disclose the other's Confidential Information to third parties; and
    - it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.
  - (ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:
    - to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;
    - to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and
    - to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.
  - (iii) **Sharing Confidential Information with Affiliates and representatives.**
    - A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.
    - Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:
      - 1) ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and
      - 2) accept responsibility for each Representative's use of Confidential Information.
    - Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
  - (iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other



government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

- d. Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

For the avoidance of doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Enrolled Affiliate may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Enrolled Affiliate with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted above do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy as described in Section 10(D)(b)(i), above.

## 16. Amendment to Limitation of Liability (Section 13 of Enterprise Agreement).

Solely with regard to this Enrollment, the following shall apply:

1. Subsection 13(a)(i) of the Enterprise Agreement is hereby amended and restated as follows:
  - (i) Microsoft's and Enrolled Affiliate's obligations under the sections titled (a) "Defense of infringement, misappropriation, and third party claims" (Section 12 of the Enterprise Agreement); and (b) California Public Records Act (Section 24 of this Amendment);
2. Subsection 13(a)(ii) of the Enterprise Agreement is hereby amended and restated as follows:
  - (ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness"). ***For purposes of clarity, this section applies to fines and penalties that may be assessed by government authorities due to Microsoft's gross negligence or willful misconduct;***

All other Subsections of Section 13 of the Enterprise Agreement remain in full force and effect, and are not modified hereby.

## 17. Budgetary contingency and non-appropriation of funds.

Solely with regard to this Enrollment, the last sentence of Subsection 7(b) of the Enterprise Agreement ("Termination without Cause") is hereby amended and restated as follows:

Performance and/or payment by the Enrolled Affiliate pursuant to this Enrollment are contingent upon the appropriation of sufficient funds by Los Angeles County for Products (including but not limited to Online Services) purchased under this Enrollment. If funding is reduced or deleted by the County for Products covered by this Enrollment, Enrolled Affiliate may, at its option and without penalty or liability, terminate this Enrollment or offer an amendment to this Enrollment

indicating the reduced amount. Microsoft is not obligated to accept such offer of reduced amount, but may do so at its sole discretion.

**18. Non-Discrimination.** Microsoft shall comply with all applicable Federal, State, and local laws and regulations, including Los Angeles County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Microsoft shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Microsoft's violation of this provision shall be deemed a material default by Microsoft giving Enrolled Affiliate a right to terminate the Enrollment for cause.

**19. Trade Secrets.** Solely with regard to this Enrollment, as amended (including the terms and conditions of the Enterprise Agreement applicable to this Enrollment), "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

(1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and

(2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**20. California Public Records Act.**

The County of Los Angeles is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Microsoft's proprietary information is contained in documents or information submitted to County and Microsoft claims that such information falls within one or more CPRA exemptions, Microsoft must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Microsoft prior to such disclosure. If Microsoft contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Los Angeles County before the County's deadline for responding to the CPRA request. If Microsoft fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

Microsoft further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including only the expenses incurred by County related to – judgments for costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by Microsoft. Microsoft's indemnification obligation under this section does not apply to any liability that may arise due solely to County's acts or omissions.

**21. Initial Service Level Agreement for Office 365 Services.** The Service Level Agreements for the Office 365 Services (and certain other Online Services) are shown in Exhibit A to this Amendment. The Service Level Agreement for any renewal term will be determined at the onset of each such renewal term.

22. **Notice of assignment.** Section 15(b) of the Agreement is hereby amended and restated in its entirety, solely for purposes of the Enrollment amended hereby, as follows:

**Assignment.** Either party may assign this Agreement to an Affiliate only. *For clarity, assignment to an Affiliate includes (but is not limited to) assignment to (i) assignment of Microsoft's responsibilities to a legal entity which acquires Microsoft, or a new legal entity formed as a result of Microsoft's merger with another legal entity or its reorganization; or (ii) assignment of Enrolled Affiliate's responsibilities to a department, agency or new entity formed as a result of Enrolled Affiliate's reorganization.* Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing *within a commercially-reasonable time period.*

23. **CHSC 1280.15.** Microsoft acknowledges that portions of Customer's enterprise are a "health facility" subject to California Health & Safety code section 1280.15 ("CHSC 1280.15"). Microsoft will be responsible for any fines and penalties assessed by the California Department of Public Health ("The Department") against customer for a violation of CHSC 1280.15, to the extent The Department issues a final determination that such fines and penalties were based solely on Microsoft's failure or delay in providing notice to Customer of a security incident involving their Customer Data.

**This amendment must be attached to a signature form to be valid.**





**Exhibit A****Service Level Agreement for certain Microsoft Online Services during initial term (last updated April 2014)****1. Introduction.**

This Service Level Agreement for Microsoft Online Services (this “SLA”) is made by Microsoft in connection with, and is a part of, your Microsoft volume licensing agreement (the “Agreement”). This SLA applies to the following Microsoft Services, but does not apply to separately branded services made available with or connected to these Microsoft Services:

- Azure Rights Management
- Bing Maps Enterprise Platform
- Bing Maps Mobile Asset Management
- Duet Enterprise Online
- Dynamics CRM Online
- Exchange Online Archiving
- Exchange Online
- Exchange Online Protection
- Lync Online
- Office Online
- OneDrive for Business
- Power BI for Office 365
- Project Online
- SharePoint Online
- Translator API
- Windows Azure Active Directory Premium
- Windows Intune
- Yammer Enterprise

We provide financial backing to our commitment to achieve and maintain the Service Levels for our Services. If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, then the version of this SLA that is current at the time of renewal will apply for your renewal term.

## 2. **Definitions.**

**“Applicable Monthly Service Fees”** means the total fees actually paid by you for a Service that are applied to the month in which a Service Credit is owed.

**“Downtime”** means a period during which the aspects of a Service specified in the following table are unavailable, excluding (i) Scheduled Downtime; and (ii) unavailability of a Service due to limitations described in Section 5(a) below. Downtime is measured in the units set forth in Section 3.

<b>Online Service</b>	<b>Qualifications of Downtime</b>
Azure Rights Management	Any period of time when end users cannot create or consume IRM documents and email.
Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management	Any period of time when the Service is not available as measured in Microsoft’s data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.
Duet Enterprise Online	Any period of time when users are unable to read or write any portion of a SharePoint site collection for which they have appropriate permissions.
Dynamics CRM Online	Any period of time when end users are unable to read or write any Service data for which they have appropriate permission but this does not include non-availability of Service add-on features.
Exchange Online Archiving	Any period of time when end users are unable to access the e-mail messages stored in their archive.
Exchange Online	Any period of time when end users are unable to send or receive email with Outlook Web Access.
Exchange Online Protection	Any period of time when the network is not able to receive and process email messages.
Lync Online	Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings <sup>1</sup> .
Office Online	Any period of time when users are unable to use the Web Applications to view and edit any Office document stored on a SharePoint site for which they have appropriate permissions.

OneDrive for Business	Any period of time when users are unable to view or edit files stored on their personal OneDrive for Business storage.
Power BI for Office 365	Any period of time when users are unable to read or write any portion of Power BI data to which they have appropriate permissions.
Project Online	Any period of time when users are unable to read or write any portion of a SharePoint site collection with Project Web App for which they have appropriate permissions.
SharePoint Online	Any period of time when users are unable to read or write any portion of a SharePoint site collection for which they have appropriate permissions.
Translator API	Any period of time when users are not able to perform translations
Windows Azure Active Directory Premium	Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.
Windows Intune	Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials.
Yammer Enterprise	Any period of time greater than ten minutes when more than five percent of end users are unable to post or read messages on any portion of the Yammer network for which they have appropriate permissions.

<sup>1</sup> Online meeting functionality applicable only to Lync Online Plan 2 Service

**"Incident"** means (i) any single event, or (ii) any set of events, that result in Downtime.

**"Microsoft"** means the Microsoft entity that entered into the Agreement.

**"Scheduled Downtime"** means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

**"Service"** or **"Services"** refers to the online service(s) indicated at the beginning of this SLA and purchased by you pursuant to the Agreement.

“**Service Credit**” is the percentage of the Applicable Monthly Service Fees credited to you following Microsoft’s claim approval.

“**Service Level**” means the performance metric(s) set forth in this SLA that Microsoft agrees to meet in the delivery of the Services, e.g., monthly availability.

“**User Minutes**” means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

**3. Service Level Commitment.**

- a. The “Monthly Uptime Percentage” for a Service is calculated by the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

- b. For Bing Maps Enterprise Platform, Bing Maps Mobile Asset Management, and Translator API, the Monthly Uptime Percentage is calculated using the following formula instead of the formula in section (a):

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth in the table in Section 2 are unavailable.

- c. If the Monthly Uptime Percentage falls below 99.9% for any given month, you may be eligible for the following Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

- 4. Service Credit Claim.** If we fail to meet the minimum Monthly Uptime Percentage described above for a Service, you may submit a claim for a Service Credit.

You must submit a claim to customer support at Microsoft Corporation that includes: (i) a detailed description of the Incident; (ii) information regarding the duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence. We must receive the claim and all required information by the end of the calendar month following the month in which the Incident occurred.

For example, if the Incident occurred on February 15<sup>th</sup>, we must receive the claim and all required information by March 31<sup>st</sup>.

We will evaluate all information reasonably available to us and make a good faith judgment on whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Monthly Service Fees.

If you purchased a Service from a reseller, you will receive a service credit directly from your reseller and the reseller will receive a Service Credit directly from us.

## **5. Limitations.**

**(a)** This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our control (for example, natural disaster, war, acts of terrorism, riots, or government action);
2. That result from your or third party services, hardware, or software;
3. Caused by your use of a Service after we advised you to modify your use of a Service, if you did not modify your use as advised;
4. During pre-release, beta and trial Services (as determined by us);
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment; or
6. That result from your failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use.
7. For licenses reserved, but not paid for, at the time of the Incident.

**(b)** Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues.

**(c)** This SLA will not apply to any on-premise licensed software that is part of any Service.

**6. Purchase of Multiple Services.** If you purchased more than one Service listed in Section 1 above (not as a suite), then you may submit claims pursuant to the process described above in Section 4 as if each Service was covered by an individual SLA. For example, if you purchased both Exchange Online and SharePoint Online (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then you could be eligible for two separate Service Credits (one for each Service), by submitting two claims under this SLA.

**7. Purchase of Multiple Services together.** If you purchased Services as part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.

**8. Exceptions and Additional Terms for Particular Services and Programs.**

**(a) For Azure Rights Management:**

There is no Scheduled Downtime for this Service.

**(b) For Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management:**

This SLA does not apply to Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management purchased through Open Value and Open Value Subscription licensing agreements.

Service Credits will not apply if: (i) you fail to implement any Services updates within the time specified in the Bing Maps Platform API's Terms of Use; and (ii) you do not provide Microsoft with at least ninety (90) days' advance notice of any known significant usage volume increase, with significant usage volume increase defined as 50% or more of the previous month's usage.

**(c) For Duet Enterprise Online:**

You will be eligible for a Service Credit for Duet Enterprise Online only when you are eligible for a Service Credit for the SharePoint Online Plan 2 User SLs that you have purchased as a prerequisite for your Duet Enterprise Online User SLs. This SLA does not apply when the inability to read or write any portion of a SharePoint site is caused by any failure of third party software, equipment, or services that are not controlled by Microsoft, or Microsoft software that is not being run by Microsoft itself as part of the Service.

**(d) For Exchange Online, Exchange Online Archiving (EOA), and Exchange Online Protection (EOP):**

There is no Scheduled Downtime for these Services.

**(e) For Exchange Online and Exchange Online Protection (EOP):**

With respect to Exchange Online and EOP licensed as a standalone Service or via ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for: (1) Virus Detection and Blocking, (2) Spam Effectiveness, or (3) False Positive. If any one of these individual Service Levels is not met, you may submit a claim for a Service Credit. If one Incident causes us to fail more than one SLA metric for Exchange Online or EOP, you may only make one Service Credit claim for that incident per Service.

**1. Virus Detection and Blocking Service Level**

- a. "Virus Detection and Blocking" is defined as the detection and blocking of Viruses by the filters to prevent infection. "Viruses" is broadly defined as known malware, which includes viruses, worms, and Trojan horses.
- b. A Virus is considered known when a EOP virus scanning engine can detect the virus and the detection capability is available throughout the EOP network.
- c. Must result from a non-purposeful infection.
- d. The Virus must have been scanned by the EOP virus filter.
- e. If EOP delivers an email that is infected with a known virus to you, EOP will notify you and work with you to identify and remove the virus. If this results in the prevention of an infection, you will not be eligible for a Service Credit under the Virus Detection and Blocking Service Level.
- f. The Virus Detection and Blocking Service Level shall not apply to:
  1. Forms of email abuse not classified as malware, such as spam, phishing and other scams, adware, and forms of spyware, which due to its targeted nature

or limited use is not known to the anti-virus community and thus not tracked by anti-virus products as a virus.

2. Corrupt, defective, truncated, or inactive viruses contained in NDRs, notifications, or bounced emails.
- g. The Service Credit available for the Virus Detection and Blocking Service is: 25% Service Credit of Applicable Monthly Service Fee if an infection occurs in a calendar month, with a maximum of one claim allowed per calendar month.

## 2. Spam Effectiveness Service Level

- a. "Spam Effectiveness" is defined as the percentage of inbound spam detected by the filtering system, measured on a daily basis.
- b. Spam effectiveness estimates exclude false negatives to invalid mailboxes.
- c. The spam message must be processed by our service and not be corrupt, malformed, or truncated.
- d. The Spam Effectiveness Service Level does not apply to email containing a majority of non-English content.
- e. You acknowledge that classification of spam is subjective and accept that we will make a good faith estimation of the spam capture rate based on evidence timely supplied by you.
- f. The Service Credit available for the Spam Effectiveness Service is:

% of Calendar Month that Spam Effectiveness is below 99%	Service Credit
> 25%	25%
> 50%	50%
100%	100%

## 3. False Positive Service Level

- a. "False Positive" is defined as the ratio of legitimate business email incorrectly identified as spam by the filtering system to all email processed by the service in a calendar month.
- b. Complete, original messages, including all headers, must be reported to the abuse team.
- c. Applies to email sent to valid mailboxes only.
- d. You acknowledge that classification of false positives is subjective and understand that we will make a good faith estimation of the false positive ratio based on evidence timely supplied by you.
- e. This False Positive Service Level shall not apply to:
  1. bulk, personal, or pornographic email
  2. email containing a majority of non-English content
  3. email blocked by a policy rule, reputation filtering, or SMTP connection filtering
  4. email delivered to the junk folder
- f. The Service Credit available for the False Positive Service is:

False Positive Ratio in a Calendar Month	Service Credit
> 1:250,000	25%
> 1:10,000	50%
> 1:100	100%

**(f) For Exchange Online Archiving (EOA) and Exchange Online Protection (EOP):**

This SLA does not apply to the Enterprise CAL suite purchased through Open Value and Open Value Subscription licensing agreements.

**(g) For Exchange Online Protection (EOP):**

With respect to EOP licensed as a standalone Service, ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for (1) Uptime and (2) Email Delivery.

**1. Monthly Uptime Percentage:**

If the Monthly Uptime Percentage for EOP falls below 99.999% for any given month, you may be eligible for the following Service Credit:

Monthly Uptime Percentage	Service Credit
<99.999%	25%
<99.0%	50%
<98.0%	100%

**2. Email Delivery Service Level:**

- a. "Email Delivery Time" is defined as the average of email delivery times, measured in minutes over a calendar month, where email delivery is defined as the elapsed time from when a business email enters the EOP network to when the first delivery attempt is made.
- b. Email Delivery Time is measured and recorded every 5 minutes, then sorted by elapsed time. The fastest 95% of measurements are used to create the average for the calendar month.
- c. We use simulated or test emails to measure delivery time.
- d. The Email Delivery Service Level applies only to legitimate business email (non-bulk email) delivered to valid email accounts.
- e. This Email Delivery Service Level does not apply to:
  1. Delivery of email to quarantine or archive
  2. Email in deferral queues
  3. Denial of service attacks (DoS)
  4. Email loops

**f. The Service Credit available for the Email Delivery Service is:**

Average Email Delivery Time (as defined above)	Service Credit
> 1	25%
> 4	50%
> 10	100%

**(h) For Windows Intune:**

1. Scheduled Downtime will not exceed 10 hours per calendar year
2. This Service Level does not apply to any:



- a. On-premises software licensed as part of the Service subscription.
- b. Internet-based services (excluding the Windows Intune Service) that provide updates to any on-premise software licensed as part of the Service subscription.

**(i) This section (i) applies to the following:**

- Each of the Services purchased through Open, Open Value and Open Value Subscription licensing agreements, and
- Each of the Services in Office 365 Small Business Premium suite purchased in the form of a product key

These Services are not eligible for Service Credits based on service fees. Any Service Credit that you may be eligible for will be credited in the form of service time (i.e., days) as opposed to service fees.

For these Services,

1. the definition of “Applicable Monthly Service Fees” shall be deleted and replaced by:

“Applicable Monthly Period” means, for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

2. Any references to “Applicable Monthly Service Fees” shall be deleted and replaced by “Applicable Monthly Period.”

## Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Enrollment Number  
*Microsoft to complete for initial term*  
*Partner to complete for renewal*

000-jorob-s-840

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment New is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Online Services subscriptions for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

# Enterprise Enrollment (Indirect) US Government Community Cloud Amendment ID M306

Enrollment Number  
*Microsoft to complete for initial term*  
*Partner to complete for renewal*

000-jorob-s-840

This amendment ("Amendment") is entered into between the parties on the attached program signature form. It amends the Enrollment identified above. All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.

The parties agree that the Enrollment is amended as follows:

1. Section 1 ("Definitions") of the Enrollment is hereby amended by adding the following:

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product List.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. The following sentence is added to the end of Section 6(d) of the Enrollment ("Termination for cause"):

In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise fails to meet and maintain the conditions of membership in the definition of Community.

3. The following new Section 7 is hereby added to the Enrollment:

**7. Government Community Cloud**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Amendment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
- e. Notwithstanding the Data Processing Terms section of the Online Services Terms, Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Microsoft Azure Trust Center describes the control standards and frameworks with which Azure Government Services comply.

Except for changes made by this Amendment, the Enrollment identified above remains unchanged and in full force and effect. If there is a conflict between any provision in this Amendment and any provision in the Enrollment identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid**

## Enterprise Enrollment Amendment ID CTM

000-jorob-s-840(b)

This amendment ("Amendment") is entered into between the parties identified on the signature form for the Enrollment identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment. Except for changes made by this Amendment, the Enrollment remains unchanged and in full force and effect.

1. The parties agree to delete the section titled "Term" on the Enrollment and replace it with the following:

**Enrollment Term.** This Enrollment will expire on the last day of the month, **60 full calendar months** from the Enrollment Effective Date. Any reference in this Enrollment to "day" will be a calendar day. Customer may terminate this Enrollment for its convenience without penalty on the third anniversary of this Enrollment (or at any other time as permitted by state law) subject to proportional licensing as set forth in the Section titled "Early Termination" of the Agreement. *All references to a Three-year Licensed Period in the Enrollment are deemed to be a five-year Licensed Period.*

**This Amendment must be attached to a signature form to be valid.**